

**State of Missouri
Missouri Lottery
REQUEST FOR PROPOSAL**

RFP NO.: 00421
RETURN BID BY: February 20, 2013 at 3:00 PM
CONTACT NAME: Judy Gehrke (573) 526-7460
TITLE: Content Management System Subscription
CONTRACT PERIOD: March 19, 2013 through June 30, 2014
RENEWAL PERIODS: At the end of the initial contract period, the Missouri Lottery (hereafter designated as the Lottery) reserves the right, if mutually agreeable between the Lottery and the contractor, to renew the contract for three additional one-year terms. All terms, conditions and provisions of the original contract would remain the same and apply during the renewal period(s).

This document constitutes a request for competitive proposals including prices from firms to provide a content management system subscription as described herein.

Bids must be mailed to the Missouri Lottery, P.O. Box 1603, Jefferson City, Missouri 65102, or delivered to its offices at 1823 Southridge Drive, Jefferson City, Missouri so that they will be received no later than 3:00 p.m. on February 20, 2013. Bids received after that cutoff time will be marked late and will not be opened or evaluated. Bids may also be submitted via e-mail to judy.gehrke@molottery.com.

"Request for Proposal #00421" should be noted on the submission.

All questions regarding the RFP should be submitted via e-mail to judy.gehrke@molottery.com.

The bidder hereby agrees to provide the services at the prices quoted, pursuant to the terms of this document which are incorporated by reference and further understands that signature by an authorized official of the Lottery constitutes acceptance and a contract shall exist between the bidder and the Lottery.

PLEASE PRINT THE FOLLOWING INFORMATION EXCEPT FOR THE REQUIRED SIGNATURE:

Bidder's Company Name _____
Mailing Address _____
City/State/Zip Code _____
Telephone # _____ Fax # _____ E-mail _____
MO State Vendor # (if known) _____
MO State Sales Tax # _____ Fed. Tax ID #/SS# _____
MO Corporate Charter # _____ MO Payroll Withholding # _____
Bidder's Authorized Signature _____ Date _____

NOTICE OF AWARD

This proposal is accepted by the Missouri Lottery.

Missouri Lottery Authorized Signature

Date

PART I SCOPE OF WORK

1. SYSTEM REQUIREMENTS

The Missouri Lottery is accepting competitive proposals for a 1-year subscription (with three 1-year renewals) to a content management system for multiple social media platforms including Facebook, Google+, YouTube, Pinterest, blogs and multiple Twitter accounts including, but not limited to, the following capabilities:

- access and update all sites from one interface
- track and respond to requests
- create and publicize sweepstakes and contests including video/image upload capabilities
- create entry forms and databases for unlimited custom sweepstakes and newsletters
- conduct random drawings (to determine winners)
- collect contest entries via Facebook log-in
- customize tabs, and create and host pages for Facebook, Google+ without having CSS coding knowledge
- schedule content updates
- create and conduct polls
- provide analytics
- provide age control for sweepstakes entries
- limit entries into sweepstakes to participants within the state of Missouri and geo-target within Missouri
- include design characteristics to eliminate duplicate entries and robotic voting
- provide marketing and contest support and promotions planning between the hours of 8 a.m. and 5 p.m. CST

PART II GENERAL CONTRACTUAL REQUIREMENTS

1. CONTRACT PERIOD

1.1 The contract period shall be from March 19, 2013 through June 30, 2014.

1.2 At the end of the initial contract period the Lottery shall have the right, if mutually agreeable between the Lottery and the contractor, to renew the contract for three additional one-year terms. All terms, conditions and provisions of the original contract would remain the same and apply during the renewal period(s).

2. CONTRACT PRICE

Prices for the contract shall be determined by referring to the Pricing Page which contains the prices proposed by the contractor and accepted by the Lottery.

3. CONTRACT DOCUMENTS

3.1 The contract between the Lottery and the contractor shall consist of (1) the Request for Proposal (RFP); and any amendments thereto; and (2) the contractor's proposal submitted in response to the RFP. The Lottery reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern. The bidder is cautioned that his proposal shall be subject to acceptance without further clarification.

3.2 The first page of the RFP must be manually signed on the Bidder's Authorized Signature line to be a valid bid. All other information on the first page should be provided, if applicable. The Pricing Pages and all applicable attachments should also be completed by the bidder.

- 3.3 The Lottery reserves the right to accept part, all, or none of the goods and/or services offered in the responses to the RFP.
- 3.4 Bidder's proposal shall be binding upon the bidder for one hundred-fifty calendar days following the proposal due date. Any proposal on which the bidder shortens the acceptance period may be rejected.
- 3.5 If approved by the Lottery in writing, the contractor may subcontract for those services described herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Lottery and to ensure that the Lottery is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Lottery and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in the contract is subject to prior approval by the Lottery and shall in no way relieve the contractor of the responsibility for providing the equipment or services as described and set forth herein.

4. AMENDMENTS TO CONTRACT

No modification of any provision in the contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the contractor and the Lottery, and incorporated in a written amendment to the contract approved by the Lottery prior to the effective date of such modification.

5. COMPETITIVE BIDDING

It is the intent and purpose of the Lottery that this RFP permit competitive bidding. It shall be the bidder's responsibility to advise the Lottery if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Lottery at least five days prior to the bid closing date.

6. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

7. LEGAL PROVISIONS

- 7.1 The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- 7.2 Provisions Required by Law Deemed Inserted - Each and every provision of law and clause required by law shall be inserted herein and the contract(s) will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
- 7.3 To the extent that a provision of the contract is contrary to the Constitution or laws of this state, or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Lottery.

8. ENCUMBRANCES AND PAYMENTS

- 8.1 The Lottery does not pay state or federal taxes unless otherwise required under law or regulations.
- 8.2 Any payment due the contractor shall be made in arrears after the receipt of a properly itemized invoice and the completion and acceptance of the contractor's performance pursuant to the terms of the contract by the Lottery. Payment to the contractor will be made to the address specified in the RFP unless the contractor has specified a different address in writing or unless a court of law specified otherwise.
- 8.3 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the Lottery for any period in which funds have not been appropriated, and the Lottery shall not be liable for any costs associated with termination caused by lack of appropriations.
- 8.4 In the event that funds are not appropriated for the contract, the contractor shall not prohibit or otherwise limit the Lottery's right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

9. CANCELLATION/TERMINATION

- 9.1 The Lottery may cancel the contract at any time for material breach of contractual obligations by providing the contractor with a written notice of such cancellation. Prior to issuing such a notice, the Lottery will, if appropriate, provide the contractor with an opportunity to cure the breach within a reasonable period of time. Should the Lottery exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
- 9.2 The Lottery reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination.

10. CONFLICT OF INTEREST

- 10.1 No official or employee of the Lottery or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed contract.
- 10.2 The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

11. LIABILITIES, RIGHTS AND REMEDIES

- 11.1 No provision in this document or in the contractor's response shall be construed, expressly or impliedly, as a waiver by the Lottery of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract made by the contractor.
- 11.2 The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence,

the contractor assumes the obligation to save the Lottery including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act.

- 11.2.1 The contractor also agrees to hold the Lottery, including its employees and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 11.2.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Lottery, including its agencies, employees, and assignees.
- 11.2.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 11.3 The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Lottery of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased or procured by the contractor in the fulfillment of the contract with the Lottery.
- 11.4 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Lottery immediately. Upon learning of the actions herein identified the Lottery reserves the right at its sole discretion to either cancel the contract or affirm the contract and hold the contractor responsible for damages.
- 11.5 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the Lottery. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 11.6 Neither the contractor nor the Lottery shall be liable to the other for any delay in or failure of performance of any covenant contained in the agreement, nor shall any such delay in or failure of performance constitute default, or give rise to any liability for damages, if and only to the extent that such delay or failure is caused by "force majeure." As herein used, "force majeure" includes: an act of God, or public enemy, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, or closure of all major access roads to a geographic area. The existence of such causes of such delay or failure shall extend the period of performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

12. ASSIGNMENTS

- 12.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Lottery.
- 12.2 The contractor shall agree and understand that, in the event the Lottery consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the Lottery pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.

13. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

14. CONTRACT COORDINATION

The contractor shall fully coordinate his or her activities in the performance of the contract with those of the Lottery. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Lottery throughout the effective period of the contract.

15. OWNERSHIP OF CONTRACT MATERIALS

15.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the Lottery. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public or other clients without the prior written consent of the Lottery.

15.2 Original designs for Lottery are exclusive property of the Lottery. No complete design (or art) or any part of a design (or art) can be used by the contractor in the production of products for another client without prior consent.

16. NON-DISCRIMINATION IN EMPLOYMENT

16.1 In connection with the furnishing of supplies and the performance of work under the contract, the contractor and all subcontractors shall agree to the following:

16.1.1 Not to discriminate against recipients of service on the basis of race, color, religion, national origin, sex, disability, veteran status, or age.

16.1.2 Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, disability, veteran status, or age.

16.1.3 If the contractor or subcontractor employs at least fifty (50) persons, to have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

17. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of goods and services under the contract, the contractor and contractor's subcontractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

18. CERTIFICATION

The contractor hereby certifies compliance with the Non-Discrimination in Employment and Americans With Disabilities Act clauses listed.

If discrimination by a contractor is found to exist, the Lottery shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all bidders' lists issued by the Lottery until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

19. AUTHORIZED PERSONNEL

19.1 The contractor understands and agrees that by signing the RFP, the contractor certifies the following:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

**PART III
PROPOSAL SUBMISSION INFORMATION**

1. BID COMMUNICATIONS

- 1.1 All questions regarding the bid process must be directed to the contact person indicated on the first page of this RFP. Bidders may not directly contact members of the Missouri Lottery Commission or other employees of the Lottery concerning this document while the bid and evaluation are in process.

2. SUBMISSION OF PROPOSALS

- 2.1 Proposals must be priced, signed, and returned to the Lottery by the proposal receipt date and time specified on the first page of the RFP.
- 2.2 The bidder must respond to this RFP by submitting all data required herein in order for his proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award.
- a. Bidders shall provide a detailed description of how their proposed system meets the requirements listed above.

- b. Bidders shall describe any other features that their system would provide in addition to the requirements listed above.
- c. Bidders shall describe what marketing support services they have available, at what times the support is available, and whether those services are included in the cost of the subscription to the system.
- d. Bidders shall provide the experience of their company, specifically related to providing goods/services similar to those required in this RFP.
- e. Bidders shall provide a listing of other entities (including contact names and numbers) for whom they have supplied similar products.
- f. Bidders shall provide an implementation timeline.
- g. Bidders shall provide information on any security testing and/or certification completed with the proposed system and/or software.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

3.1 Bidders may modify or withdraw a proposal by written notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the bidder or his/her authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

3.2 Proposals may not be modified or withdrawn after the official closing date and time.

4. EVALUATION PROCESS

4.1 Any contract resulting from this RFP shall be awarded to the bidder providing the lowest and best bid to the Lottery as determined by evaluation of the proposals according to the following evaluation criteria:

| | |
|----------------------------------------|-----------|
| Cost | 44 points |
| Experience, Expertise and Reliability | 43 points |
| MBE/WBE Participation | 10 points |
| Blind/Sheltered Workshop Participation | 10 points |
| Veteran's Preference | 3 points |

5. EVALUATION OF BIDDER'S MINORITY BUSINESS ENTERPRISE (MBE) /WOMEN BUSINESS ENTERPRISE (WBE) PARTICIPATION

5.1 In order for the Lottery to meet the provisions of Executive Order 05- 30, it is desired the bidder secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE bidder themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation .
 - b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.
 - c. In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)
- 5.2 The bidder’s proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:
- a. If Participation Meets Target: Bidders proposing MBE and WBE participation percentages meet the State of Missouri’s target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
 - b. If Participation Exceeds Target: Bidders proposing MBE and WBE participation percentages that exceed the State of Missouri’s target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri’s target participation percentages stated above.
 - c. If Participation Below Target: Bidders proposing MBE and WBE participation percentages that are lower than the State of Missouri’s target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
 - d. If No Participation: Bidders failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

5.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------|---|------------------------------------------------------------------|---|------------------------------------------------|
| $\frac{\text{Bidder's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$ | x | Maximum MBE/WBE Participation Evaluation points (10) | = | Assigned MBE/WBE Participation points |
|-----------------------------------------------------------------------------------------------------------------------------|---|------------------------------------------------------------------|---|------------------------------------------------|

- 5.4 If the bidder is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the bidder must provide the following information with the proposal:
- a. **Participation Commitment** - If the bidder is proposing MBE/WBE participation, the bidder must complete **Attachment 1 Participation Commitment**, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the bidder submitting the proposal is a qualified MBE and/or WBE, the bidder must include the bidder in the appropriate table on the **Participation Commitment Form**.
 - b. **Documentation of Intent to Participate** – The bidder must either provide a properly completed **Attachment 2, Documentation of Intent to Participate** form, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide; (2) must indicate the MBE/WBE’s

commitment to aid the bidder in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the percentage specified on the bidder's **Participation Commitment Form, Attachment 1.**; and (3) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e. the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

5.5 Commitment – If the bidder's proposal is awarded this contract, the percentage level of MBE/WBE participation committed to by the bidder on **Attachment 1, Participation Commitment**, as verified by the MBE/WBE's documentation of intent to participate, shall be interpreted as a contractual requirement.

5.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

5.7 Resources - A listing of several resources that are available to assist bidders in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Website: <http://www.oeo.mo.gov>

6. PREFERENCE FOR ORGANIZATIONS FOR THE BLIND AND SHELTERED WORKSHOPS

6.1 Pursuant to 34.165 RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.

- 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:

- Participation Commitment – The bidder must complete **Attachment 1, Participation Commitment**, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The bidder must either provide a properly completed **Attachment 2, Documentation of Intent to Participate Form**, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete Attachment 2, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>
- c. The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- d. Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **Attachment 1, Participation Commitment**, shall be interpreted as a contractual requirement.

7. MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE) PREFERENCE

7.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The bidder must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the bidder is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the bidder must provide the following information with the bid:
 - Participation Commitment - The bidder must complete **Attachment 1, Participation Commitment**, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the bidder submitting the bid is a qualified SDVE, the bidder must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The bidder must either provide a properly completed **Attachment 2, Documentation of Intent to Participate Form**, signed and dated no earlier than the RFP issuance date by each SDVE or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein.

NOTE:

- a) If the bidder submitting the bid is a qualified SDVE, the bidder is not required to complete Attachment 2, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b) If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the SDV's (service-disabled veteran) award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs. See **Attachment 3, Service-Disabled Veteran Business Enterprise**.

www.oa.mo.gov/purch/vendorinfo/sdve.html

- b. Commitment – If the bidder's bid is awarded, the SDVE participation committed to by the bidder on **Attachment 1, Participation Commitment** shall be interpreted as a contractual requirement.

7.2 Definition - Qualified SDVE:

- 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
- 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

8. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

- 8.1 Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the bidder must affirm the bidder’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of **Attachment 4, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**. The applicable portions of Attachment 4 must be submitted prior to an award of a contract.

9. MISSOURI PREFERENCE

- 9.1 A preference will be given to firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and price is the same or less.

10. BUSINESS COMPLIANCE

- 10.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Missouri Lottery. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker’s compensation/unemployment compensation)

**PART IV
PRICING PAGE**

1. PRICING

\$_____ cost of subscription for one year

If marketing support services are not provided in the cost of the subscription, bidders should quote their hourly or annual rate for those services.

\$_____ per hour or annually

2. RENEWAL PRICING

1ST renewal period:

\$_____ cost of subscription for one year

If marketing support services are not provided in the cost of the subscription, bidders should quote their hourly or annual rate for those services.

\$_____ per hour or annually

2nd renewal period:

\$_____ cost of subscription for one year

If marketing support services are not provided in the cost of the subscription, bidders should quote their hourly or annual rate for those services.

\$_____ per hour or annually

3rd renewal period:

\$_____ cost of subscription for one year

If marketing support services are not provided in the cost of the subscription, bidders should quote their hourly or annual rate for those services.

\$_____ per hour or annually

BIDDER'S AUTHORIZED SIGNATURE

DATE

**ATTACHMENT 1
PARTICIPATION BY OTHER ORGANIZATIONS**

PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the bidder is committing to participation by or if the bidder is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed Attachment with the bidder's proposal.

- For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the bidder must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, **divide** the total participation as proportionately appropriate between the tables below.

| MBE Participation Commitment Table | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| (The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) | | |
| Name of Each Qualified Minority Business Enterprise (MBE) Proposed | Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed MBE |
| 1. | % | |
| 2. | % | |
| Total MBE Percentage: | % | |

| WBE Participation Commitment Table | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| (The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) | | |
| Name of Each Qualified Women Business Enterprise (WBE) proposed | Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed WBE |
| 1. | % | |
| 2. | % | |
| Total WBE Percentage: | % | |

| Organization for the Blind/Sheltered Workshop Commitment Table | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) | | |
| Name of Organization for the Blind or Sheltered Workshop Proposed | Committed Participation (\$ amount or % of total value of contract) | Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop |
| 1. | | |
| 2. | | |

| SDVE Participation Commitment Table | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| (The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) | | |
| Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed | Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed SDVE |
| 1. | % | |
| 2. | % | |
| Total SDVE Percentage: | % | |

ATTACHMENT 2

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the bidder must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Attachment with the bidder's proposal.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.

Indicate appropriate business classification (s):

_____ MBE _____ WBE _____ Org for the Blind _____ Sheltered Workshop _____ SDVE

Name of Participating
Organization _____

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification

(or attach copy of certification)

Certification Expiration Date: _____

Describe the products/services you (*as the participating organization*) have agreed to provide:

Authorized Signature:

Authorized Signature of Participating Organization

Date

ATTACHMENT 3

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (the SDV's award letter or the SDV's discharge paper, and the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University*** to Which the SDV's Documents were Submitted:

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date SDV's Documents were Submitted: _____

Previous **Bid/Contract Number** for Which the SDV's Documents were Submitted: _____
(if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management's (OA/DPMM) website (www.oa.mo.gov/purch/vendorinfo/sdve.html) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Procurement Officer

Date

ATTACHMENT 4
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B or Box C on this Attachment.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri State Lottery with all documentation required in Box B of this attachment.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

ATTACHMENT 4, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder must perform/provide the following. The bidder should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Attachment.

ATTACHMENT 4, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

ATTACHMENT 4, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

